

App. No. 10/754,792
Amdt. Dated April 18, 2006
Reply to Office Action of January 18, 2006
Atty. Dkt. No. 6890-101

Amendment to the Drawings:

The attached sheets of drawings include replacement sheets for FIGS. 2 – 18.

Attachment: Replacement Sheets for FIGS. 2 – 18.

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REMARKS/ARGUMENTS

This reply is responsive to an Office Action mailed on January 18, 2006. Reconsideration and allowance of the application and presently pending claims 1, 4-8, and 11-14 are respectfully requested.

Present Status of the Patent Application

Claims 1, 4-8, and 11-14 remain pending in the present application. Claims 1-14 have been rejected. Claims 2, 3, 9, and 10 have been cancelled without prejudice. Claims 1, 5, 8, and 12 have been amended.

Applicant has amended the specification and added paragraph [0000.1]. No new subject matter has been added.

Response to Drawing Objections

The drawings have been objected to as allegedly containing informal text and shading. Replacement sheets have been attached to this response to overcome this objection.

Response to Claim Rejections Under 35 U.S.C. §102

Claims 1-3, 5-10, and 12-14 stand rejected under 35 U.S.C. §102(b) as allegedly being anticipated by Match.com (PTO-892, Ref U). Applicant respectfully traverses this rejection.

For a proper rejection of a claim under 35 U.S.C. §102(b), the cited reference must disclose all elements/features/steps of the claim. See, e.g., *E.I. du Pont Nemours & Co. v. Phillips Petroleum Co.*, 849 F.2d 1430, 7 USPQ2d 1129 (Fed. Cir. 1988).

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Match.com is an online dating service. The PTO-892, Ref U does not provide an adequate enough description of the prior operation of Match.com (late 2001 and early 2002) to completely understand the operation of Match.com at that time. As understood by PTO-892, Ref U, individuals can utilize Match.com at two different levels, either as a member or as a subscriber.

As a registered member of Match.com, an individual may enter a personal profile including a picture, may perform a search to generate a list of members matching what the individual is looking for, and may perform 2-way matching which narrows the list to those members looking for people with a profile like the individual's. The list provided to the member includes no contact information, and members are not provided the ability to contact other members. Membership in Match.com is free.

As a subscriber of Match.com, an individual has all of the benefits described above for the members, plus subscribers may contact other members. How this contact is accomplished or if non-subscriber/members can be contacted by subscribers is unclear. Subscribers of Match.com pay a monthly fee.

To contact members, a user must first subscribe by paying the monthly fee.

Independent Claim 1

Independent claim 1, as amended, is allowable for at least the reason that Match.com does not disclose, teach, or suggest that the following:

(1) "receiving a request to contact the first unpaid user for a desired match from the second unpaid user"

(2) "sending a message to the first unpaid user to notify the first unpaid user of the request by the second unpaid user, the message requesting a

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payment from the first unpaid user to receive contact identification information of the second unpaid user;" and

(3) "sending contact identification information to the first user in response to the payment being made."

(1) "receiving a request to contact the first unpaid user for a desired match from the second unpaid user"

Regarding this element, the Office Action states that Match.com discloses to "Subscribe to contact members for under \$25/month." Subscribing to Match.com requires that an individual pay a monthly fee. Subscribing to Match.com may also include registering, completing a personal profile, and completing search criteria to find potential matches, but Match.com does not receive a request from a non-subscriber (free member) to contact another member. By subscribing to Match.com, an individual may then have access provided by Match.com to contact a potential match. Unpaid members of Match.com are not provided access to contact other members. Match.com does not receive requests to contact other members from the subscribers, but receives requests to perform searches to generate a list of potential matches from the subscribers. Once the subscriber is provided with the list of potential matches, the subscriber must decide on whether to contact any of the potential matches via the access provided by Match.com.

The subscriber must pay a monthly fee which enables the subscriber to contact other members, and Match.com does not receive a request from an "unpaid user" to contact another member. Therefore, Match.com does not disclose "receiving a request to contact the first unpaid user for a desired match from the second unpaid user."

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(2) "sending a message to the first unpaid user to notify the first unpaid user of the request by the second unpaid user, the message requesting a payment from the first unpaid user to receive contact identification information of the second unpaid user"

Regarding this element, the Office Action again states that Match.com discloses to "Subscribe to contact members for under \$25/month." Match.com does not disclose sending any messages to notify a first member when requested by a second member. For the second member to contact the first member, Match.com requires the second member to become a subscriber (pay a fee) as noted above by the Examiner. It is not clear whether Match.com requires the first member to also be a subscriber before the second member can contact the first member. Therefore, Match.com teaches away from the applicant's invention as claimed by requiring the second member to pay to contact the first member as opposed to having the first member pay to contact the second member. Match.com requires a payment to fully utilize their website and to allow subscribers to contact other members, but does not request a payment in message in response to a request by another member (subscriber or not). Match.com does not even receive requests to contact other members as described above.

At Match.com, members must pay a fee to initiate contact with other members, and Match.com does not send a message to first member when a second member (subscriber or not) wishes to make contact with the first member. Therefore, Match.com does not disclose "sending a message to the first unpaid user to notify the first unpaid user of the request by the second unpaid user, the message requesting a payment from the first unpaid user to receive contact identification information of the second unpaid user."

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(3) "sending contact identification information to the first user in response to the payment being made"

Regarding this element, the Office Action once again states that Match.com discloses to "Subscribe to contact members for under \$25/month." Match.com provides access to subscribers to contact other members. Match.com does not provide contact identification information, but merely the ability for one subscriber to contact another subscriber. When one subscriber contacts another member, they control whether to provide contact identification information or remain anonymous as described on page 11 of PTO-892, Ref U.

The subscribers control the flow of identification information, Match.com only provides access for a subscriber to contact other member. Therefore, Match.com does not disclose "sending contact identification information to the first user in response to the payment being made."

In summary, Match.com provides lists of potential matches and allows subscribers to contact other members, but does not receive requests to contact other members. Match.com requires the party requesting the contacting to pay a fee before allowing the contact, and does not contact the first user upon merely receiving a request from a second user. Match.com allows the subscriber to control the flow of contact identification information, and does not send contact identification information to subscribers. As such, independent claim 1, as amended, patentably distinguishes over Match.com and the other cited art of record.

Also, the first user in the Match.com system does not have control over whether or not contact will be established between the users. Whereas, in the claimed invention, "the first user does not receive the contact information of the second user

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without making the payment and communication between the first user and the second user is not enabled.”

Accordingly, the rejection is deficient in these areas. Notwithstanding, the undersigned has reviewed the entirety of Match.com (PTO-892, Ref U) and has failed to identify any such teachings anywhere within this reference. Accordingly, Match.com fails to teach or disclose the invention as defined by claim 1, and the rejection of claim 1 should be withdrawn.

Independent Claim 8

Independent claim 8, as amended, is allowable for at least the reason that Match.com does not disclose, teach, or suggest the various claimed features as described above regarding claim 1. Accordingly, Match.com patent fails to teach or disclose the invention as defined by claim 8, and the rejection of claim 8 should be withdrawn.

Dependent Claims

Dependent claims 4-7 and 11-14 are believed to be allowable for at least the reason that these claims depend from allowable independent claims 1 and 8, respectively. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988).

CONCLUSION

The other cited art of record has been reviewed, and it is believed that the claims, as amended, patentably distinguish thereover.

In light of the foregoing amendments and for at least the reasons set forth above, Applicant respectfully submits that all objections and rejections have been traversed, rendered moot, and/or accommodated, and that now pending claims 1, 4-8, and 11-14

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are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned at 619-231-3666.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date: April 18, 2006

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